

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF VIRGINIA
LYNCHBURG DIVISION**

IN RE:

KIMBERLY D. VANARSDALE

CHAPTER 13
CASE NO. 12-61881

Debtor(s)

KIMBERLY D. VANARSDALE

Plaintiff

v.

Adversary Proceeding No. 17-06048

GREAT LAKES EDUCATIONAL LOAN SERVICES, INC., on
Behalf of United States of Department of Education

Defendant

Rule 7026 and Rule 26(a)(1) INTIAL DISCLOSURES

Comes now, Kimberly D. Vanarsdale (“Ms. VanArsdale”), by counsel, and makes his initial disclosures pursuant to Rule 7026 of the Federal Rules of Bankruptcy Procedure and Rule 26(a)(1) of the Federal Rules of Civil Procedure. Ms. VanArsdale makes the following disclosures:

(i) The name and, if known, the address and telephone number of each individual likely to have discoverable information—along with the subjects of that information—that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment:

Kimberly D. VanArsdale – The Plaintiff is on Social Security Disability and is seeking a hardship discharge of her student loan obligations due to her disabilities

that prevent her from working. The Plaintiff's current address is 1778 Ashwell Ridge Drive, Huddleston, Virginia 24104. Her phone number is 540-297-4231.

(ii) A copy—or description by category and location—of all documents, electronically stored information, and tangible things that the disclosing party has in its possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment:

There are no documents to provide at this time. Documents will be provided by counsel under the Request for Documents submitted.

(iii) A computation of each category of damages claimed by the disclosing party—who must also make available for inspection and copying as under Rule 34 the documents or other evidentiary material, unless privileged or protected from disclosure, on which each computation is based, including materials bearing on the nature and extent of injuries suffered;

None.

(iv) For inspection and copying as under Rule 34, any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment.

None.

The Plaintiff reserves the right to amend or supplement its Initial Disclosures as investigation and discovery continue in this matter.

Respectfully submitted,

Kimberly D. VanArsdale

By 
Counsel

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CERTIFICATE OF SERVICE

I hereby certify that on this 25th day of September 2017, the forgoing Plaintiff's Initial Disclosures was filed electronically with the U.S. Bankruptcy Court and was served on the following parties, electronically on those parties who are CM/ECF participants, and by U.S. Postal Service on those parties who are non-CM/ECF participants:

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Defendant's Counsel

Kimberly D VanArsdale
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Huddleston, VA 24104

Plaintiff

/s/ Michelle J. Dunn
Michelle J. Dunn, Esq.